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October 23, 2009
Via E-mail and Overnight Delivery

AZ CORP COMMISSION DOCKET CONTROL

Docket Control Center Arizona Corporation Commission 1200 West Washington Street Phoenix, Arizona 85007-2927

Re:

Entelegent Solutions, Inc. - Replacement Tariff Pages

Docket No. T-20663A-09-0130

Dear Sir/Madam:

Enclosed for filing on behalf of Entelegent Solutions, Inc. are the original and thirteen (13) copies of replacement tariff pages to the local and IXC tariffs for the docket number referenced above. As requested by Lori Morrison of AZ staff, this filing removes all references to residential customers from the local and IXC tariffs.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3006 or via e-mail at croesel@tminc.com.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it in the self - addressed, stamped envelope enclosed for this purpose.

Thank you for your assistance.

Sincerely,

Carey Roesel

Consultant to Entelegent Solutions, Inc.

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Arizona Corporation Commission DOCKETED

OCT 26 2009

DOCKETED BY

CR/gs Enclosure

cc:

Dave Gibson - Entelegent

File:

Entelegent – AZ Local

TMS:

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### INTEREXCHANGE TELECOMMUNICATIONS TARIFF

### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

# 2.5 Deposits

#### 2.5.1 Commercial Customers

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two and one-half (2 ½) times the estimated average monthly bill. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- **D.** The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate of 6% per year, simple interest.
- E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.

Issued:

Effective Date:

Issued By:

David Gibson, VP of Operations 3800 Arco Corporate Drive, Suite 310 Charlotte, NC 28273

#### INTEREXCHANGE TELECOMMUNICATIONS TARIFF

### **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

# 2.6 Advance Payments

For commercial Customers, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

#### 2.7 Taxes and Fees

- 2.7.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.7.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.7.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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### LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

# 2.5 Payment Arrangements, (Cont'd.)

# 2.5.4 Advance Payments

For commercial Customers, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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#### LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

# 2.5 Payment Arrangements, (Cont'd.)

### 2.5.5 Deposits

#### A. Commercial Customers

- 1. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- 2. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two and one-half (2 ½) times the estimated average monthly bill. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- 3. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.

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### LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

#### 2.6 Discontinuance of Service

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Without incurring liability, Entelegent may refuse or discontinue service for the following reasons provided that, unless otherwise stated, business Customers will be given five (5) days written notice by first class mail, with a final notice by Certified Mail five (5) days prior to discontinuance.

- **2.6.1** For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- **2.6.2** For noncompliance with or violation of Commission regulation or Entelegent's rules and regulations on file with the Commission.
- 2.6.3 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- 2.6.4 For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

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